FILED
03 . 802 OCT 29 2003
OFFICE OF THE CLERK

No. _____

In The

Supreme Court of the United States

LAURA LEE ROBINSON,

Petitioner,

vs.

R. RONNAE BLACK,

Respondent.

On Petition For Writ Of Certiorari To The United States Court Of Appeals For The Seventh Circuit

PETITION FOR WRIT OF CERTIORARI

LAURA LEE ROBINSON
Petitioner Pro Se
7129 Lake Drive
Centreville, Illinois 62203
(618) 324-0170

33 pp &
FP

QUESTION PRESENTED

Whether the Seventh Circuit and the district court below abused its discretion by affirming state court judgments based upon criminally fraudulent causes of action and claims setting a precedent thereby, that, if followed will violate the equal protection clause of the Fourteenth Amendment of the United States Constitution as it applies to the access to civil courts for indigent civil litigants and counsel who represent them.

OPINIONS BELOW

The opinion of the court of appeals is unpublished and appears in this petition at App. 1. The opinions of the district court are published in the federal reporter at 143 F.3d 331 (7th Cir. 1998) and 184 F.3d 617 (7th Cir. 1999).

JURISDICTION

The Seventh Circuit filed its decision on July 31, 2003, and entered an order affirming the district court's judgment, ordering appellants to pay $2500 to appellee. This Court has jurisdiction under 28 U.S.C. Section 1254(1) and U.S. Supreme Court Rule 10(a) and (c).

CONSTITUTIONAL PROVISION INVOLVED

Amendment XIV, Section 1.

> All persons born or naturalized in the United States and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

STATEMENT OF THE CASE

Appellant prepared and filed the complaint and pretrial litigation for cause no. 94-C-644 on behalf of plaintiff Charles Collins for the United States District

Court for the Southern District of Illinois pursuant to title VII of the 1964 Civil Rights Act, 42 U.S.C. Section 2000-e against the Education Therapy Center. A unanimous jury verdict rendered a verdict in favor of plaintiffs on June 5, 1996. Appellant alone prepared, filed and performed all post-trial litigation, including, but not limited to, the brief and oral argument for the September 6, 1996 enforcement of judgment hearing. Judgment was entered in favor of plaintiff on December 9, 1996.

On May 5, 1997, the court denied defendant ETC's post-trial motion for judgment as a matter of law, for judgment not withstanding the verdict, and for a new trial.

On August 26, 1998, the parties settled the case, on terms that provided for payment of $100,000 to plaintiff Charles Collins, $80,000 to appellant Robinson and the resignation by plaintiff from his employment at ETC. Said attorney's fees were awarded to appellant alone based on the fact that appellee had abandoned cause no. 94-C-644-DRH immediately following the second jury trial in June of 1996.

In January 2001, the Supreme Court of Illinois suspended the appellee from the practice of law upon finding him guilty of engaging in fraudulent and deceitful conduct to the detriment of several clients during the same period that he abandoned the aforenamed cause of action. Appellee failed to notify the United States District Court for the Southern District of Illinois of his suspension in violation of Local Rule 83.4(b)

Associate Circuit Judge John Goodwin held a hearing on damages June 26, 2002. Associate Circuit Judge James Radcliffe, the judge who had imposed the preliminary

injunction against appellant's attorneys fees, was suspended from the circuit court bench from September 1 through November 30, 2001. Despite the June 26, 2002 hearing date, Associate Circuit Judge John Goodwin waited almost five entire months (2 weeks before the end of Associate Judge Radcliffe's suspension) before entering the November 15, 2001 order, in favor of appellee and awarding him fees of $54,915.00 plus prejudgment interest as well as costs of $193.00 and a sanction of $14,372.00 plus statutory interest and provided that all sums should be paid from the fund held in the registry of the United States District Court for the Southern District of Illinois.

REASONS FOR GRANTING THE WRIT

Sufficient authority existed to refute the district court's holding that appellee and its counsel should be rewarded for their fraudulent claims and bills.

The present holding directly conflicts with Seventh Circuit rulings regarding the handling of those who plan and participate in fraudulent claim schemes, and submit fraudulent bills. In *United States v. Green,* 114 F.3d 613 (7th Cir. 1997), the Seventh Circuit affirmed criminal prosecution of defendants convicted of participating in fraudulent insurance claim schemes who submitted fraudulent medical bills. The Seventh Circuit followed suit regarding punishment for perjury in *United States v. Lozoya-Morales*, 931 F.2d 1216, 1219 (7th Cir. 1991).

The present ruling conflicts directly with these established precedents.

In America, the wheels of truth and justice may turn slower than desired, but turn nonetheless. It is for this

reason, that victims of crime often must wait years for vindication. In this regard, several victims/clients of appellee had to wait years before the Supreme Court of Illinois rendered its order on January 22, 2001 (App. 14), suspending appellee from the practice of law. Appellee was found to have engaged in fraudulent and/or deceitful conduct against them years earlier, and against the United States District Court for the Southern District of Illinois by violating Local Rule 83.4(b)(1) by not reporting same. (App. 9.)

The Supreme Court of the United States is the Court of last resort, and as such, is accustomed to correcting errors of the lower court such as those of the Twentieth Judicial Circuit who were the first to impose an injunction in appellee's favor on the basis of a fraudulent, breach of contract complaint where the contract NEVER existed. App. 19. The fact that said Complaint was allowed to be filed without the alleged contract attached thereon, illustrates the depth and severity of the fraud appellee perpetuated on appellant specifically, and the Illinois judicial system generally.

Appellee continued his deceitful behavior by means of his wholly fraudulent and illegible attorney fee bill purported to be for work done on the case of *Collins v. Educational Therapy Center*, (App. 24), in violation of 18 U.S.C. Section 1001 and 18 U.S.C. Section 1621.

CONCLUSION

For the foregoing reasons, appellant prays that this Court grant this Petition for Writ of Certiorari.

Individuals should not be allowed to forum shop in order to circumvent unfavorable judicial rulings. That is why the federal court system represents this country's best effort to eliminate local judicial bias and thereby, the need to forum shop among litigants.

It should be against national public policy to allow appellee and his counsel to defraud indigent civil litigants and counsel who represent them from their right to access to civil courts in violation of the equal protection clause of the Fourteenth Amendment of the United States Constitution. As an attorney of the EEOC referral board appellant and counsel like her will be forced to forever reject indigent clients who need them the most.

Respectfully submitted,

LAURA LEE ROBINSON
Petitioner Pro Se
7129 Lake Drive
Centreville, Illinois 62203
(618) 324-0170

UNPUBLISHED ORDER
Not to be cited per Circuit Rule 53

United States Court of Appeals
For the Seventh Circuit
Chicago, Illinois 60604

Submitted July 25, 2003*
Decided July 31, 2003

Before

Hon. JOEL M. FLAUM, *Chief Judge*

Hon. MICHAEL S. KANNE, *Circuit Judge*

Hon. ILANA DIAMOND ROVNER, *Circuit Judge*

No. 02-2069

CHARLES COLLINS,
Plaintiff,
v.
EDUCATIONAL THERAPY CENTER,
Defendant.

LAURA LEE ROBINSON,
Appellant,
v.
R. RONNAE BLACK,
Appellee.

Appeal from the United States District Court for the Southern District of Illinois

No. 94-CV-0644-DRH

David R. Herndon, *Judge.*

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* We have determined that this appeal is successive to no. 98-3916, and the same panel has retained it for decision. After examination of the briefs and the record, we have concluded that oral argument is unnecessary; accordingly, the appeal is submitted on the briefs and the record. *See* Fed. R. App. P. 34(a)(2).

ORDER

This successive appeal arises from a regrettable dispute over fees between Laura Lee Robinson and R. Ronnae Black, two attorneys who represented the plaintiff, Charles Collins, in his Title VII action. Our previous opinions, *Collins v. Kibort,* 143 F.3d 331 (7th Cir. 1998) ("*Collins I*"), and *Collins v. Educational Therapy Center,* 184 F.3d 617 (7th Cir. 1999) ("*Collins II*"), describe the case and the ensuing fee dispute in detail. We briefly recount the history of the dispute to explain Robinson's present appeal.

In 1994 Collins sued his former employer, the Educational Therapy Center (ETC), for demoting him to part-time employment because of his race. Collins, represented by attorneys Robinson and Black, prevailed at a jury trial. On appeal we upheld the jury's finding of liability but ordered a new trial on damages. *See Collins I,* 143 F.3d at 333. Shortly thereafter, in August 1998, the parties settled the case. Robinson negotiated the settlement on behalf of Collins. Pursuant to the settlement agreement, Collins was to immediately resign from ETC, and ETC was to pay him $100,000 and pay $80,000 in fees to Robinson. The district court dismissed the case on September 8, 1998, without prejudice and with leave to reinstate in the event that the settlement was not consummated. The court also retained jurisdiction for purposes of enforcing the settlement. By this time Collins was no longer working for ETC, but Collins and Robinson had not yet signed the settlement agreement and ETC had not given them their checks.

Meanwhile, Black learned of the settlement, and on September 4, 1998, he sued Collins, Robinson, ETC, and

ETC's counsel in Illinois state court claiming entitlement to $48,000 in attorney's fees pursuant to an agreement with Robinson, or, alternatively, to a reasonable fee for his work on Collins's case. Robinson opposed Black's claim, contending that there was no such agreement and that Black's work on the case was minimal. But in September 1998 the state court issued a preliminary injunction prohibiting ETC or its counsel from releasing any money payable to Robinson under the settlement agreement and calling for the $80,000 in fees to be placed in a trust account. The court added that the injunction would be null and void in the event that the federal court issued an inconsistent directive.

ETC and Collins then filed cross-motions in the district court to enforce the settlement agreement: Collins asked the court to order ETC to pay Robinson and himself the agreed upon amounts notwithstanding the state court's injunction; ETC asked the court to compel Collins and Robinson to sign the written settlement agreement and authorize ETC to dispose of the $80,000 as instructed by the state court or as the district court saw fit. The district court enforced the settlement, ordering Collins and Robinson to execute the agreement and requiring ETC to pay Collins $100,000 and to place $80,000 into the federal court's registry pending the outcome of Black's suit in state court. The order provided that the $80,000 then would "be distributed in accordance with any final order issued" in the state case.

Collins, still represented by Robinson, appealed that part of the district court's order preventing disbursement of the $80,000 in attorney's fees. We affirmed, concluding that the district court was well within its discretion to enforce the parties' settlement agreement and direct that

the $80,000 be sequestered in the court's registry until the state-court litigation was resolved. *See Collins II,* 184 F.3d at 621. Further, we sanctioned Robinson $6,616 for pursuing a frivolous appeal. Following that appeal Robinson received his $100,000, and the $80,000 in fees remained on deposit with the district court.

In the meantime Black proceeded with his claim for a share of the $80,000 in state court, and prevailed. In February 1999 the state trial court found Robinson in contempt for refusing to comply with discovery and for lying to the court, and struck her pleadings as a sanction. After the state appellate court affirmed the sanctions order, the trial court in November 2001 entered judgment in Black's favor, awarding him $54,915 in attorney's fees as his share of the $80,000 fee award, plus pre-judgment interest and costs in the sum of $193. In addition the court awarded Black $14,372 plus statutory interest to compensate him for attorney's fees incurred as a result of Robinson's "frivolous filings," "untrue allegations," "willful violations of discovery," and frivolous appeal of the sanctions order. Robinson appealed to the Illinois appellate court but did not file an appeal bond or move to stay enforcement of the trial court's judgment pursuant to Illinois Supreme Court Rule 305.

With the state court's judgment in hand, Black went back to federal court and moved for the disbursement of the funds in the court's registry to satisfy the judgment. At the same time ETC, which still had not received from Robinson the $6,616 we ordered her to pay as a sanction, asked that that amount be disbursed as well. Robinson opposed Black's motion, and also moved to stay any disbursement of funds to Black pending the resolution of her appeal to the Illinois appellate court. The district court

granted Black's and ETC's motions in March 2002. The court denied Robinson's motion for a stay, noting that her notice of appeal did not bar the enforcement of the state trial court's order, since she had not filed an appeal bond, nor had the state courts ordered a stay. The district court went on to order that $54,915 plus pre- and post-judgment interest, $193 in costs, and $14,372 plus post-judgment interest be disbursed to Black pursuant to the state court's judgment, and that $6,616 be disbursed to ETC to satisfy the sanctions awarded by this court in *Collins II*. Any funds remaining were to go to Robinson.

Robinson appeals once again. This appeal, like her last, is frivolous. She renews her challenge to the state-court proceeding, arguing that "the Supremacy Clause of Article VI of the United States Constitution precluded Black's use of circuit court jurisdiction to circumvent and defraud Robinson of attorney's fees derived from a wholly federal cause of action." But as Robinson should be well aware, the district court and this court have already ruled that Black's claim for a share of the fees could, and should, proceed in state court. Her attempt to remove the suit to federal court was rejected. *See Black v. Robinson,* No. 98-CV-691 (N.D. Ill. Sept. 29, 1998) (unpublished order) (Murphy, C.J.). And although the district court might have exercised supplemental jurisdiction over Black's claim had he raised it in federal court, *see Baer v. First Options of Chicago, Inc.,* 72 F.3d 1294, 1301 (7th Cir. 1995), the judge saw no reason to interfere with the ongoing state-court litigation, *see Collins II,* 184 F.3d at 620-21. In upholding the district court's decision to sequester the fees, we stated that "Black's lawsuit put the merits of the dispute between him and Robinson squarely before the state court. The district court was not free simply to ignore or preempt that

litigation . . . . Securing the funds assigned to Robinson by the settlement agreement was an appropriate means of wrapping up the federal suit without prejudice to the state court's ability to rule on Black's claim to a share of those proceeds." *Id.* at 621.

Nevertheless, Robinson challenges Black's resort to state court because, she says, the district court had previously decided that she was entitled to a lion's share of the fee. In her brief she repeatedly asserts that following the favorable jury verdict in December 1996 the district court had ordered ETC to pay $54,944 in attorney's fees, allotting $49,665 to Robinson and $5,750 to Black. Black, she says, should not have been permitted to usurp this determination with his state court lawsuit. But Robinson's assertion finds inadequate support in the district court's December 1996 order, which awarded attorney's fees but did not specifically allocate fees to either attorney. Moreover, an attorney fee award under Title VII technically is to the "prevailing party," not to the party's lawyer or lawyers. 42 U.S.C. § 2000e-5(k); *Mathur v. Bd. of Trustees of S. Ill. Univ.*, 317 F.3d 738, 741 (7th Cir. 2003). In any event, the 1996 fee determination, in effect, became a nullity once this court vacated and remanded for a new trial on damages, the parties settled the case, and the district court entered its October 1998 order sequestering the amount of fees agreed upon by the parties.

Next, Robinson argues that the state court's fee determination was unsupported by the record, and thus the district court erred in relying on it. She maintains that Black's participation in Collins's case was "minuscule" compared to hers and that his claim for a share of the fees was "fraudulent." But those issues were for the state court to decide. We, like the district court, lack jurisdiction to

review the merits of the state court's fee determination. Lower federal courts are precluded from reviewing decisions of state courts in the absence of a federal statute authorizing such review. *Rooker v. Fid. Trust Co.*, 263 U.S. 413, 415 (1923); *Dist. of Columbia Ct. of App. v. Feldman*, 460 U.S. 462, 476 (1983); *Manley v. City of Chicago*, 236 F.3d 392, 396 (7th Cir. 2001).

The only relevant question for purposes of this appeal is whether the district court abused its discretion in disbursing the fees as it did. Robinson has not shown any abuse of discretion on the part of the district court. We have already held that the court properly sequestered the fees pending the outcome of the state-court litigation. In its March 2002 order the district court simply parceled out those fees in accordance with the state court's facially valid judgment. Robinson rightly does not contest the court's decision to disburse the funds while her appeal from that judgment was pending in the Illinois appellate court. As the district court correctly stated, in Illinois a notice of appeal does not in itself operate as a stay of enforcement of the court's judgment; an appeal can delay the execution of a judgment only if the appellant files a bond or a stay is otherwise granted. *See* Ill. S. Ct. R. 305; *Williamsburg Vill. Owners' Ass'n v. Lauder Assoc.*, 558 N.E.2d 208, 212 (Ill. App. Ct. 1990). Here, Robinson did not file an appeal bond or move for a stay, and thus the judgment was enforceable despite her pending appeal, which, we note, ultimately was unsuccessful. *See Black v. Robinson*, No. 5-01-0904 (Ill. App. Ct. Dec. 5, 2002) (unpublished order), *appeal denied*, No. 95517, 788 N.E.2d 727 (Ill. Apr. 2, 2003) (table of decisions).

In his brief Black asks us to sanction Robinson for filing her second frivolous appeal in this court concerning

the fee dispute. We grant his request. As we stated in our previous decision, "[r]ather than attempting in good faith to demonstrate an abuse of discretion by the district court, Robinson has dissembled and distracted, wasting the time and resources of the court as well as the appellee. Her pursuit of this appeal epitomizes the type of vexatious, obstinate litigation that warrants sanctions under Federal Rule of Appellate Procedure 38." *Collins II,* 184 F.3d at 622. We view $2,500 as an appropriate sanction.

For these reasons, we AFFIRM the district court's judgment, and ORDER Robinson to pay $2,500 to Black.

RULE 83.4 RULES OF DISCIPLINARY ENFORCEMENT

The Court, in furtherance of its inherent power and responsibility to supervise the conduct of attorneys admitted to practice before it, or admitted for the purpose of a particular proceeding (pro hac vice), promulgates the following Rules of Disciplinary Enforcement superseding all of its other Rules pertaining to disciplinary enforcement.

(a) Disciplinary Rule I – Attorneys Convicted of Crimes

(1) Upon the filing with the Court of a certified copy of a judgment of conviction demonstrating that any attorney admitted to practice before the Court has been convicted of a serious crime, as hereinafter defined, in any Court of the United States, the District of Columbia, or any state, territory, commonwealth or possession of the United States, the Court shall immediately enter an order suspending that attorney, whether the conviction resulted from a plea of guilty or nolo contendere, from a verdict after trial, or otherwise, regardless of the pendency of any appeal. A copy of such order shall immediately be served upon the attorney. Upon good cause shown, the Court may set aside such order when it appears to be in the interest of justice to do so.

(2) The term "serious crime" shall include any felony and any lesser crime, a necessary element of which, as determined by the statutory or common law definition of such crime in the jurisdiction where the judgment was entered, involves false swearing, misrepresentation, fraud, willful failure to file income tax returns, deceit, bribery, extortion, misappropriation, theft, or an attempt or a conspiracy or solicitation of another to commit a "serious crime".

(3) A certified copy of a judgment of conviction of an attorney for any crime shall be conclusive evidence of the commission of that crime in any disciplinary proceeding instituted against that attorney based upon the conviction.

(4) Upon the filing of a certified copy of a judgment of conviction of an attorney for a serious crime, the Court shall, in addition to suspending that attorney in accordance with the provisions of this rule, also refer the matter to counsel for the institution of a disciplinary proceeding before the Court in which the sole issue to be determined shall be the extent of the final discipline to be imposed as a result of the conduct resulting in the conviction, provided that a disciplinary proceeding so instituted will not be brought to final hearing until all appeals from the conviction are concluded.

(5) Upon the filing of a certified copy of a judgment of conviction of an attorney for a crime not constituting a "serious crime", the Court may refer the matter to counsel for whatever action counsel may deem warranted, including the institution of a disciplinary proceeding before the Court; provided, however, that the Court may in its discretion make no reference with respect to convictions for minor offenses.

(6) An attorney suspended under the provisions of this rule will be reinstated immediately upon the filing of proof demonstrating that the underlying conviction of a serious crime has been reversed, but the reinstatement will not terminate any disciplinary proceeding then pending against the attorney, the disposition of which shall be determined by the Court on the basis of all available evidence pertaining to both guilt and the extent of discipline to be imposed.

(b) Disciplinary Rule II – Discipline Imposed by Other Courts

(1) Any attorney admitted to practice before this Court shall, upon being subjected to public discipline by any other court of the United States or the District of Columbia, or by a court of any state, territory, commonwealth or possession of the United States, promptly inform the Clerk of this Court of such action.

(2) Upon the filing of a certified or exemplified copy of a judgment demonstrating that an attorney admitted to practice before this Court has been disciplined by another court, this Court shall forthwith issue a notice directed to the attorney containing:

(i) a copy of the judgment or order from the other court; and

(ii) an order to show cause directing that the attorney inform this Court within thirty (30) days after service of that order upon the attorney, personally or by mail, of any claim by the attorney predicated upon the grounds set forth in (4) below that the imposition of the identical discipline by the Court would be unwarranted and the reasons therefor.

(3) In the event the discipline imposed in the other jurisdiction has been stayed there, any reciprocal discipline imposed by this Court shall be deferred until such stay expires.

(4) Upon the expiration of thirty (30) days from service of the notice issued pursuant to the provisions of (2) above, this Court shall impose the identical discipline unless the respondent-attorney demonstrates, or this Court finds, that upon the face of the record upon which the discipline in another jurisdiction is predicated, it clearly appears:

(i) that the procedure was so lacking in notice or opportunity to be heard as to constitute a deprivation of due process; or

(ii) that there was such an infirmity of proof establishing the misconduct as to give rise to the clear conviction that this Court could not, consistent with its duty, accept as final the conclusion on that subject; or

(iii) that the imposition of the same discipline by this Court would result in grave injustice; or

(iv) that the misconduct established is deemed by this Court to warrant substantially different discipline.

Where this Court determines that any of said elements exist, it shall enter such other order as it deems appropriate.

(5) In all other respects, a final adjudication in another court that an attorney has been guilty of misconduct shall establish conclusively the misconduct for purposes of a disciplinary proceeding in this Court.

(6) This Court may at any stage appoint counsel to prosecute the disciplinary proceedings.

(c) Disciplinary Rule III – Disbarment on Consent or Resignation in Other Courts

(1) Any attorney admitted to practice before this Court who shall be disciplined on consent or resign from the bar of any other court of the United States or the District of Columbia, or from the bar of any state, territory, commonwealth or possession of the United States while an investigation into allegations of misconduct is pending, shall, upon the filing with this Court of a certified or exemplified copy of the

judgment or order accepting such discipline on consent or resignation, be subject to the same action by this Court.

[LOGO]

SUPREME COURT OF ILLINOIS
SUPREME COURT BUILDING
SPRINGFIELD 62701

JULEANN HORNYAK
CLERK OF THE COURT
(217) [Illegible]
TELECOMMUNICATIONS DEVICE
FOR THE DEAF
(217) [Illegible]

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[Illegible] NO. LASALLE ST.
CHICAGO 60801
(312) 783-1332
TELECOMMUNICATIONS DEVICE
FOR THE DEAF
(217) 783-1333

January 22, 2001

Mr. Gary S. Rapaport
Attorney Reg. & Disc. Comm.
Hilton Offices, 700 E. Adams St.
Suite 201
Springfield, IL 62701-1625

TODAY THE COURT ENTERED THE FOLLOWING ORDER:

M.R.17135 – In re: R. Ronnae Black. Disciplinary Commission.

CORRECTED ORDER

Due to clerical error, the first paragraph of the order of January 19, 2001, is corrected to provide that the last eighteen (18) months of the *suspension* is stayed.

The motion by the Administrator of the Attorney Registration and Disciplinary Commission to approve and confirm the report and recommendation of the Hearing Board is allowed. Respondent R. Ronnae Black is suspended from the practice of law for thirty-six (36) months, with the last eighteen (18) months of the

suspension stayed and respondent placed on probation subject to the following conditions:

a. At least thirty (30) days prior to the termination of the period of probation, respondent shall complete and provide proof to the Administrator of the payment of restitution, with interest to accrue at 9% per annum commencing on the date of suspension, as follows: Ruby Anthony, $3,500; Zola Lee, $827; and Jonathan E. Barksdale, $209;

b. Respondent shall attend and successfully complete the course conducted by the Illinois Professional Responsibility Institute within the final six (6) months of active suspension period;

i. Probation shall be revoked if respondent is found to have violated any of the terms of probation. The remaining eighteen (18) month-period of suspension shall commence from the date of the determination that any term of probation has been violated.

Order entered by the Court.

cc: Ms. Julie A. Smith
Mr. Kenneth Jablonski, One Prudential Plaza
R. Ronnae Black

STATE OF ILLINOIS
SUPREME COURT

At a Term of the Supreme Court, begun and held in Springfield, on Monday, the eighth day of January, 2001.

Present: Moses W. Harrison II, Chief Justice

Justice Benjamin K. Miller	Justice Charles E. Freeman
Justice Mary Ann G. McMorrow	Justice Thomas R. Fitzgerald
Justice Robert R. Thomas	Justice Thomas L. Kilbride

On the twenty-second day of January, 2001, the Supreme Court entered the following judgment:

In re:

M.R.17135

R. Ronnae Black	Attorney Registration and
403 North 24th Street	Disciplinary Commission
East Saint Louis, IL 62205	99SHB9

CORRECTED ORDER

Due to clerical error, the first paragraph of the order of January 19, 2001, is corrected to provide that the last eighteen (18) months of the *suspension* is stayed.

The motion by the Administrator of the Attorney Registration and Disciplinary Commission to approve and confirm the report and recommendation of the Hearing Board is allowed. Respondent R. Ronnae Black is suspended from the practice of law for thirty-six (36) months, with the last eighteen (18) months of the *suspension* stayed and respondent placed on probation subject to the following conditions:

a. At least thirty (30) days prior to the termination of the period of probation, respondent shall complete and provide proof to the Administrator of the payment of restitution, with interest to accrue at 9% per annum commencing on the date of suspension, as follows: Ruby Anthony, $3,500; Zola Lee, $827; and Jonathan E. Barksdale, $209;

b. Respondent shall attend and successfully complete the course conducted by the Illinois Professional Responsibility Institute within the final six (6) months of active suspension period;

c. Respondent's practice of law shall be supervised by a licensed attorney acceptable to the Administrator. Respondent shall notify the Administrator of the name and address of any and all attorneys with whom he establishes supervisor relationship, and shall provide notice to the Administrator of any change in the supervisory attorney within fourteen (14) days of the change. Respondent shall authorize the supervising attorney to provide a report in writing to the Administrator no less than every four (4) months, regarding the nature of respondent's work, the number of cases being handled by respondent and the supervisor's general appraisal of the respondent's continued fitness to practice law;

d. Respondent shall attend meetings scheduled by the Commission probation officer as requested by the Administrator. Respondent shall submit quarterly written reports to the Administrator concerning the status of his practice of law and the nature and extent of his compliance with the conditions of probation;

e. Respondent shall notify the Administrator within fourteen (14) days of any change of address;

f. Respondent shall comply with the Illinois Rules of Professional Conduct and shall timely cooperate with the Administrator in providing information regarding any investigation relating to his conduct;

g. Respondent shall reimburse the Commission for the costs of this proceeding as defined in Supreme Court Rule 773 and shall reimburse the Commission for any further costs incurred during the period of probation;

h. At least thirty (30) days prior to the termination of the period of probation, respondent shall reimburse the Disciplinary Fund for any Client Protection payments arising from his conduct; and

i. Probation shall be revoked if respondent is found to have violated any of the terms of probation. The remaining eighteen (18) month-period of suspension shall commence from the date of the determination that any term of probation has been violated.

Order entered by the Court.

As Clerk of the Supreme Court of the State of Illinois and keeper of the records, files and Seal thereof, I certify that the foregoing is a true copy of the final order entered in this case.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Seal of said Court, this twenty-second day of January, 2001.

/s/ Juleann Hornyak

Clerk,
Supreme Court of the State of Illinois

IN THE CIRCUIT COURT
TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

R. RONNAE BLACK, Plaintiff, vs. LAURA LEE ROBINSON, CHARLES COLLINS, THE EDUCATION THERAPY CENTER (ETC) and JOHN GILBERT, Defendants.	)	NO. 98-MR-270

COMPLAINT

(Filed Sept. 4, 1998)

COUNT I

Now comes the Plaintiff, R. Ronnae Black, by counsel, John Baricevic and Eric M. Rhein, and for Count I of Plaintiff's Complaint against the Defendant, Laura Lee Robinson, states:

1. The Plaintiff and defendant are lawyers (former partners) who practice law in St. Clair County, Illinois.

2. That in 1993, Plaintiff contracted with Charles Collins for Plaintiff to represent Mr. Collins in a race discrimination case against Mr. Collins' employer, ETC. Said contract called for Plaintiff to receive a contingent fee on a sliding scale: Plaintiff was to receive one-third of Mr. Collins's total recovery in the event Mr. Collins recovered damages prior to an appeal; Plaintiff was to receive 40% of Mr. Collins' total recovery subsequent to an appeal.

3. That Plaintiff and Defendant, Laura Lee Robinson, tried Mr. Collins' said case and recovered a favorable verdict. The Defendant in said case of *Collins v. ETC* appealed. On remand, Mr. Collins settled his case for a total of $180,000, including an attorney fee award of $80,000.

4. That ETC is about to pay Mr. Collins and Defendant Robinson $180,000 in mid September, 1998.

5. That Plaintiff and Defendant Laura Lee Robinson had an agreement and have an agreement to share said 40% (of $180,000) legal fee in the *Collins* case as follows: Plaintiff was to receive two-thirds of said fee and Defendant Robinson was to receive one-third of said fee.

6. That Defendant Robinson refuses to honor said agreement. She is refusing to pay Plaintiff any legal fees out of Mr. Collins' recovery of $180,000.

7. That Plaintiff hereby asserts his attorney's lien of 66.6% of the legal fee of 40% of $180,000, or $47,999.52.

8. That Plaintiff has been damaged due to Defendant Robinson's said breach of contract in the amount of $47,999.52, plus costs.

WHEREFORE, PLAINTIFF PRAYS for judgment against Defendant, Laura Lee Robinson, in the amount of $47,999.52 plus the costs Plaintiff advanced in the *Collins* case.

COUNT II

(Quantum Meruit)

Now comes the Plaintiff, R. Ronnae Black, by John Baricevic and Eric M. Rhein, his attorneys, and for Count II of his Complaint against the Defendants, Laura Lee Robinson and Charles Collins, states:

1. That Plaintiff and Defendant Laura Lee Robinson are lawyers (former partners) who practice law in St. Clair County, Illinois.

2. That in 1993, Plaintiff contracted with Charles Collins for Plaintiff to represent Mr. Collins in a race discrimination case against Mr. Collins' employer ETC.

3. That Plaintiff and Defendant, Laura Lee Robinson, tried Mr. Collins' said case and recovered a favorable verdict. The Defendant in said case of *Collins v. ETC, et al* appealed. On remand, Mr. Collins settled his case for a total of $180,000, including an attorney fee award of $80,000. Plaintiff provided valuable legal services to Defendant Collins.

4. That Defendant ETC is about to pay Mr. Collins and Defendant Robinson $180,000 in mid September, 1998.

5. That Plaintiff, R. Ronnae Black, is entitled to a quantum merit [sic] award out of the $80,000 federal attorney fee award, in the amount of $56,000, which represents the reasonable value of Plaintiff's professional time expended on Mr. Collins' behalf, plus recovery of Plaintiff's out of pocket litigation costs in Mr. Collins' federal case, plus costs incurred herein.

WHEREFORE PLAINTIFF PRAYS, for judgment against Defendants, Charles Collins and Laura Lee Robinson, in the amount of $56,000 plus costs of approximately $1,500, plus costs incurred herein.

COUNT III

(Breached Contract Against Charles Collins)

Now comes the Plaintiff, R. Ronnae Black, by counsel, John Baricevic and Eric M. Rhein, and for Count III of his complaint against the Defendant, Charles Collins, states:

1. That Plaintiff is a lawyer who practices law in St. Clair County, Illinois.

2. That in 1993, Plaintiff contracted with Defendant, Charles Collins for Plaintiff to represent Mr. Collins in a race discrimination case against Mr. Collins' employer, ETC. Said contract called for Plaintiff to receive a contingent fee on a sliding scale: Plaintiff was to receive one-third of Mr. Collins' total recovery in the event Mr. Collins recovered damages prior to an appeal; Plaintiff was to receive 40% of Mr. Collins' total recovery subsequent to an appeal.

3. That Plaintiff and Laura Lee Robinson, tried Mr. Collins' said case and recovered a favorable verdict. The Defendant in said case of *Collins v. ETC, et al.* appealed. On remand, Mr. Collins settled his case for a total of $180,000, including an attorney fee award of $80,000.

4. That ETC is about to pay Mr. Collins and Defendant Robinson $180,000.

5. That Plaintiff and Defendant Laura Robinson had an agreement and have an agreement to share said 40%

(of $180,000) legal fee as follows: Plaintiff was to receive two-thirds of said fee and Defendant Robinson was to receive two-thirds of the fee.

6. That Defendant Collins refuses to honor Plaintiff's fee contract.

7. That Plaintiff has been damaged due to Defendant Collins' said breach of contract, in the amount of $47,999.52, plus costs.

8. That Plaintiff hereby asserts his valid attorney's lien in this matter.

WHEREFORE, Plaintiff prays that the Court enter judgment against the Defendant in the amount of $47,999.52, plus costs, in *Collins v. ETC*, plus costs herein.

John Baricevic
Attorney at Law
4019 North Illinois,
Suite 1
Swansea, Illinois 62226
618-277-6600

/s/ Eric M Rhein
Eric M Rhein, #06186203
Attorney at Law
201 South Jackson Street
Belleville, Illinois 62220
618-236-9625

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

CHARLES COLLINS, Plaintiff,	)	
vs.	)	No. 94-644-PER
DEBRA KIBORT, *et. alius* Defendants	)	

AFFIDAVIT

(Filed Sep. 6, 1996)

COMES NOW, RICK BLACK, as attorney for the Plaintiff, CHARLES COLLINS, first being duly sworn, hereby deposes and states as follows:

I am an attorney an attorney licensed to practice before this Court and has [sic] been so licensed for more than seven years. That attached hereto is a copy of the billable hours utilized in the pursuit of attaining Plaintiff's redress. That the time utilized and fees charged are commensurate with the legal experts practicing in the field of civil rights within the St. Louis metropolitan area.

That the total hours utilized by this attorney (313.8), and the hourly fee sought, per argument of co-counsel, are both reasonable and appropriate.

Further Affiant Sayeth Not.

/s/ Rick Black
RICK BLACK

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

Subscribed and sworn to before me this fifth day of September, 1996.

/s/ Jackie A. Lyons

My commission expires: 8-29-99

OFFICIAL SEAL
JACKIE A. LYONS
NOTARY PUBLIC
STATE OF ILLINOIS
MY COMMISSION
EXP. AUG. 29, 1999

Black & Robinson, Ltd.

11701 NEW HALLS FERRY
FLORISSANT, MISSOURI 63033

(314) 831-9200
FAX (314) 831-3635
(618) 271-0057

CLIENT Collins, Charles

ATTORNEY

HOUR	RECORD OF TIME	SUBJECT	IMPRESSIONS	Sign	RECEIPTS AT EXPENDITURE
.5	2/7/94	Discussion Re: Collins matt			
1.5	2/10	Initial meeting w/ Collins Preliminary Synopsis			
.75	2/10	Collins clearance ability to Pay			
1.7	2/21	Client Prep / Hearing of Atted			
.75	2/28	Final Edge prep (Copy mail to be picked up)			
6.0	3/1	Hearing Date			
.25	3/7	Evening public hearing			
.75	5/17	Research re Collins Filing of suit docs w/ Law			
.10	5/22	Thank Faxes re Collins research & Letter			
.75	5/23	Review Research of Law Attached Pleadings Filed			
.20	6/14	Lost Contact w/ Jim and Progress of filing date			
.50	7/20	Memo to Jim to advise Collins not to discuss matter with anyone & to keep this confidential Docket for Filing Judgment 8/31			
1.50	7/25	Discussion with Jim re			

"Attitude is a little thing that makes a big difference."

"If you don't take care of the customer....som

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[redacted]IENT

ATTORNEY

[redacted]OUR	RECORD OF TIME	SUBJECT
[redacted].75	8/3	Research regarding of proposed [illegible] for compliance
[redacted]5	8/16	Discuss reflection finding and problems [illegible]
[redacted]0	8/17	Review Discuss [illegible] and legislation [illegible]
1.3	8/19	Collins mail to provide Estes duties
[redacted].5	8/20	Final Draft review
1.75	11/8	Return to Discuss [illegible]
[redacted]5	11/9	Discussion w/ Laura [illegible] Discuss revelation
.20	2/13	Collins consent Gilly of Grady
.75	4/17	Need to Email on D[illegible] [illegible] Friday re: Dr [illegible]
[redacted]50	5/1	
[redacted]50	11/7	Depositions prep Client File [illegible]
2.70	11/9	Depositions & Briefing Discussion
[redacted].0	11/27-29	Trial prep
[redacted].5	12/2-2/1	Final Pretrial, Hearing, trial prep Begin to Form
4.5	1/9	Time to load up for trial
[redacted]0	2/10	Begin Trial Work
2.5	2/15	Long background check on cases Pre-Conf with Jerome
[redacted]2.0	2/16	Need for Collins to be [redacted] less [illegible] Collins v. Express [illegible]
7.5	2/17	TRIAL Class - Pokorny
[redacted].0	2/18	Read Memo re: work Funds
5.50	2/20	Economic Loss
[redacted]50	2/21	Medical Causation
1.50	2/22	Doctor's Selection / [redacted] Compound [illegible] Remedy Fee
7.5	2/23	Trial / Verdict / Back to Work
11	2/24	Long Hours
8.5	2/25	TRIAL Prep
7	2/26	"
6.5	2-27	"
2.20	2-28	" "If we don't take care of the customer...someone
6.5	2/29	Cool Down - TRIAL - Closing

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CLIENT

ATTORNEY

HOUR	RECORD OF TIME	SUBJECT	IMPRESSIONS	Sign	RECEIPTS EXPENDITI
7.5	3/1	Final TRIAL Prep Voir Dire Final			
9.2	3/2	Wrap up Prep Polster Prep begin Ex prep			
6.0	3/3	Collins interview at close final wrap up w/body and roster wraps			
10.0	3/4	TRIAL			
18.0	3/5	"			
7.0	3/6	"			
5.0	3/7	Review Prior trial			
.15	3/15	Motion to dismiss			
.50	3-19	Call [illegible] re: NEED Charge			
.20	3/20	Content Letter NEW Ltr [illegible]			
.5	3/21	No transcript — need to confirm [illegible]			
5.20	3-22	Court review			
5.50	3-25	Review file for motion to dismiss			
3.0	3-27	Attempt to get Meds in			
3.0	3-29	Meds received			
2.5	4-8	Voir dire			
1.0	4-10	Cross Direct			
6.0	4-13	Collins and several others Reviewed			
2.5	4-15	Atty Vances - Pol Hearings			
1.5	4-17	Sanctions Bad Faith			
3.0	4/23	Closing			
.75	5/2	Dying declaration -			
1.00	5/6	Collins - Allegation of Perjury TRV			
1.50	5/14	File Review			
.50	5/20	File Review			
7.5	6/2	Final Wrap up			
16.	6/3	Trial Prep			
17.	6-4	Trial " "			
5	6/5	TRIAL - VERDICT Prep			

"If we don't take care of the customer... som

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